

# **COCONINO COUNTY**

## **NOTICE OF REQUEST FOR QUALIFICATIONS**

**NOTICE IS HEREBY GIVEN** that Statements of Qualifications (SOQs) will be received by the Clerk of the Board of Supervisors for furnishing the following items or services to Coconino County as follows:

**UNTIL:**   **November 15, 2017 @ 2:00PM** for

**RFQ:**       **2018-101**

**ITEM:**     **Construction Manager at Risk (CMAR): Burris Lane Drainage Improvements and Pavement Reconstruction**

Request for Qualification (RFQ) packets are available upon request. For any questions, contact the Coconino County Purchasing Department, 219 E. Cherry Ave, Flagstaff, Arizona 86001. Telephone: (928) 679-7190 or visit the County web-site at:

<http://www.coconino.az.gov/purchasing>

Statements of Qualifications shall be received and the submitting firms announced in the meeting room of the Board of Supervisors, 219 E. Cherry Ave, Flagstaff, Arizona. This is a qualifications-based selection process as authorized by ARS §34-601 through §34-612. An evaluation committee shall select, in order of preference and based on the criteria established, a short list of at least three firms deemed to be the most qualified to provide the services required. The selection of the short list must be based on demonstrated competence and qualifications only. Fees, price, man-hours, or any other cost information may not be considered in the selection of the short list. After a short list is selected, interviews of the top selected firms will be conducted and then negotiations may commence for a contract with the highest rated firm for the required services. The negotiations shall include consideration of compensation and other contract terms and conditions the County determines to be fair and reasonable. In making this determination, the County shall take into account the estimated value, the scope, complexity and nature of the required services. If a satisfactory contract cannot be negotiated with the highest rated firm at a price or on other contract terms, then negotiations shall be formally terminated. Negotiations would then be started with the next highest rated firm, in sequence, until an agreement is reached or a determination is made to reject.

A pre-proposal meeting will be held on Wednesday, November 1<sup>st</sup> at 10:00 AM at County Public Works Department, 5600 E. Commerce Ave, Flagstaff, AZ 86004. This meeting is mandatory, with the ability to attend by conference call at 928-679-8366.

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Clerk, Board of Supervisors  
Coconino County, Arizona

## **INSTRUCTIONS TO PROPOSERS**

1. SIX (6) COPIES AND ONE (1) ORIGINAL OF THE REQUEST FOR STATEMENT OF QUALIFICATIONS (SOQs) SHALL BE SUBMITTED. In submitting SOQs, please reference the serial RFQ number for the purpose of identification on the outside of the envelope submitted. The person authorized to sign shall submit SOQs with original ink signatures.
2. SOQs shall be delivered to the office of the Clerk of the Board of Supervisors, 219 E. Cherry Avenue, 2nd Floor, Flagstaff, Arizona, 86001, on or before the day and hour set for the opening in the published notice. SOQs shall be enclosed in a sealed envelope bearing the title and number of the serial RFQ and the name of the entity submitting the SOQ. It is the sole responsibility of the entity submitting the SOQ to see that his/her SOQ is received at the proper time. SOQs "faxed" to the County shall not be accepted.
3. The authorized person signing the SOQ shall initial erasures, interlineations or other modifications in the SOQ in original ink.
4. SOQs will be received in the meeting room of the Board of Supervisors at the time indicated in the Request for Qualifications.
5. SOQs received after the scheduled closing time for receipt of SOQs will be returned unopened, to the proposer(s).
6. All SOQs may be rejected if the Board determines that rejection is in the public interest.
7. The County reserves the right to waive any informality in accepting and evaluating SOQs.
8. If a person contemplating a SOQ for a proposed contract is in doubt as to the true meaning of any part of the RFQ documents, or finds discrepancies in or omissions from said documents, then he/she shall submit to the Coconino County Purchasing Office a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery.
9. It is the responsibility of all proposers to examine the entire set of RFQ documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a SOQ. Negligence in preparing a SOQ confers no right of withdrawal after due date and time.
10. Questions received less than four days [consistent with section 1.5] before the SOQ opening shall not be answered. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be mailed or delivered to all that are known to have received a set of RFQ documents. Coconino County is not responsible for any other explanations or interpretations of the documents.
11. Any addenda will be mailed or delivered to all who are known by the County to have received a set of RFQ documents, and to offices where RFQ documents have been filed for review purposes. Each proposer may ascertain prior to submitting his/her SOQ that he/she is in receipt of all addenda issued by telephoning the Purchasing Office at (928) 679-7191.

## INSTRUCTIONS TO PROPOSERS

12. Proposers shall acknowledge all addenda in accordance with the instructions in the RFQ.
13. Pursuant to A.R.S. §32-1102, contractors, architects and engineers for the County shall be licensed by the state of Arizona.
14. Failure on the part of the proposer to comply with all of these instructions may result in rejection by the Board of Supervisors.
15. SOQs will be evaluated based on qualifications and demonstrated experience and other factors listed in the evaluation criteria
16. All proposers shall complete the attached Disclosure of Responsibility Statement and Non-Collusion Affidavit. Failure to do so may result in rejection of that SOQ.
17. Any proposer objecting to the recommendation of award, rejection of an SOQ, solicitation procedures of an RFQ, or any portion thereof, must submit a written protest to the Purchasing Manager. This protest must be submitted prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing Manager within three business days from notification of the recommendation.
18. Coconino County, City of Flagstaff, Flagstaff Unified School County, Northern Arizona University, and Coconino Community College have implemented an Intergovernmental Cooperative Purchasing Agreement. The County is also a member of the cooperative purchasing group Strategic Alliance for Volume Expenditures (SAVE), which allows participating agencies to utilize awarded County contracts. Vendor(s) shall acknowledge and agree that the Proposal and contract prices offered to the County will also be offered to these additional agencies should they elect to purchase off of this contract. Vendor shall note how long the Proposal prices shall remain firm. Each agency shall be responsible for ordering and payment of each order placed through this cooperative purchasing agreement.
19. Coconino County and vendors will use their best cooperative efforts to resolve disputes arising in the normal course of business at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute arises which cannot be resolved in the normal course of business, the authorized persons shall notify the other of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The authorized persons shall use their best good faith efforts to resolve the dispute within five business days of submission by either party to the other of such dispute notice.
20. **All known sub-contractors to this project must be indicated in the submittal.** No subcontract will be construed as making the County a party of or to such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Independent Contractor of liability and obligation under this contract; and despite any such subletting, the County shall deal through the Independent Contractor. Subcontractors will be dealt with as workmen and representatives of the Independent Contractor.

## INSTRUCTIONS TO PROPOSERS

21. The proposer's services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental, and safety laws, regulations, standards and ordinances regardless of whether or not they are referred to by the County. The proposer shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
22. Coconino County's purchasing policy is in accordance with ARS 11-254.01. The County Board of Supervisors has adopted and approved this policy. The policy can be viewed on the County web site at <http://coconino.az.gov/purchasing/>.
23. Any proposer objecting to the recommendation of award, rejection of a proposal, solicitation procedures of an RFQ, or any portion thereof, must submit a written protest to the Purchasing Manager. This protest must be submitted prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing Manager within five business days from notification of the recommendation. Complete dispute instructions and process can be found in Section 5.19 of the Coconino County Purchasing Policy located on the County's web site at <http://coconino.az.gov/purchasing/>.

## DISCLOSURE OF RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

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2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty, which affects the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)

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3. List any convictions or civil judgments under state or federal antitrust statutes.

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4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

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5. List any prior suspensions or debarments by any governmental agency.

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6. List any contracts not completed on time.

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7. List any penalties imposed for time delays and/or quality of materials and workmanship.

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8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

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9. In accordance with A.R.S § 41-4401, Offeror hereby warrants its compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations related to the immigration status of its employees, and A.R.S. §23-214 which requires every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of individual Title & Authority

of \_\_\_\_\_, declare under oath that the above statements,  
Company Name

including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by \_\_\_\_\_  
\_\_\_\_\_ representing him/herself to be \_\_\_\_\_ of the  
company named herein.

\_\_\_\_\_  
Notary public

My Commission expires:

\_\_\_\_\_

STATE OF ARIZONA                   )  
                                               ) ss  
COUNTY OF:                         )  
                                               )

being first duly sworn, deposes and says:

and

(Name of Company)

**RFQ 2018-101**  
**Construction Manager at Risk (CMAR)**  
**Burris Lane Drainage Improvements and Pavement Reconstruction**

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission expires:

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## **Project Description**

Coconino County is seeking Statements of Qualifications (SOQs) for Construction Manager at Risk (“CMAR”) services for improvements for road reconstruction, utility infrastructure and drainage on Burris Lane from US 89 to Pine Country Lane.

The County’s 20% Design Concept report is in Appendix C. This plan should be considered preliminary given the Design Engineer, Kimley-Horn & Associates, and CMAR will determine the 100% set of plans and guaranteed maximum price. The current plan calls for completing Burris lane design and construction by June 30, 2018 within a budget of \$2.4M.

The County intends to award one contract to the highest qualified firm after all proposals are evaluated and negotiations completed.

Proposers will have civil construction challenges typical to high elevation regions as found in Coconino County. The elevation and seasonal challenges present in the County include large elevation and climate range differences. The successful firm selected for this project is expected to have significant demonstrated ability and experience in both the type of work required and the construction of projects in colder, low to high elevation altitude climates with a limited construction season. The anticipated construction season for the work is from April through June. The objective of the County’s Project Burris Lane Drainage improvements and Pavement Reconstruction is to be completed by June 30, 2018. It is critical that the Respondent provide detailed information regarding its resources (equipment and staffing) to complete the planned project beginning in spring 2018.

## SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 General Information:** Coconino County is soliciting statements of qualifications (“SOQs”) for selection of a Construction Manager at Risk for Burris Lane Drainage Improvements and Pavement Reconstruction, which in effect will be termed the Construction Project (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications. The County intends to select a CMAR contractor through a procurement process pursuant to A.R.S. 34-603 and wishes to employ the CMAR project delivery process to encourage a creative, value engineering approach through the interactive efforts of an experienced, highly motivated team. The CMAR process is expected to foster a cooperative owner-designer-contractor effort to review design documents, to identify potential value engineering opportunities and to complete construction of the improvements. The County will encourage the development of creative options to maximize the value of the end product received.

The County’s primary objective in utilizing the CMAR approach for this project is to bring the best available construction experience and expertise together to work with the County and Independent Contractor to flexibly, cooperatively and successfully meet the budget and schedule challenges presented by this project. The County expects the Independent Contractor to provide an accurate project delivery schedule, maintain delivery per the approved schedule, optimally use available budget and perform quality, successful construction of this project in fully developed neighborhoods as well as a well-traveled corridor.

- 1.1.1 This RFQ provides the information necessary to prepare and submit SOQs for consideration and ranking by the selection committee. Based on the initial ranking, the County will short-list three (3) to five (5) of the top ranked respondents to participate in interviews/presentations.
- 1.1.2 The short-listed respondents will be requested to attend an interview/presentation with the selection committee. The selection committee will then score the short-listed firms to determine the highest ranked firm. Once the selection is finalized, the successful firm will be required to attend a scoping session to establish roles and responsibilities, project goals for both pre-construction and construction and develop a scope of services including preliminary staffing hours for the pre-construction services portion of the Agreement.
- 1.1.3 The Burris Lane Drainage Improvements and Pavement Reconstruction Project includes pavement reconstruction, major drainage improvements, shouldering, striping and traffic control..
- 1.1.4. The Construction Manager at Risk (CMAR) will be chosen through a qualifications based selection process. The successful CMAR will enter an agreement with the County for the Project duration through June 30, 2018.
- Negotiated unit cost, Pre-Construction Services agreement, and

- Construction Phase Services agreement with a Guaranteed Maximum Price (GMP).
- 1.1.5 The successful CMAR will participate in the design phase and will hold the construction contract for the improvements. Upon entering into the Construction Phase Service agreement with the County, the CMAR shall assume the risk of project delivery at the Guaranteed Maximum Price and is responsible for construction means and methods. **CMAR assumes the risk for all construction at the contracted GMP. Any work not covered by a budget line item must be included in the contingency amount. This is a turn-key project.**
  - 1.1.6 The CMAR is required to self-perform at least 45% of the work as set forth in ARS 34-605(G)(2) and is required to solicit bids from qualified subcontractors to perform applicable portions of the work, with County approval.
  - 1.1.7 If selected as a finalist for this Project, then the firm will be required to provide a statement from an 'A' minus rated or better Surety Company describing the firm's bonding capacity, commensurate with the project estimate. The following should be included in the SOQ in a separate tab, and will not be part of the page count.
  - 1.1.8 Provide a list of current licenses by state. Include type, category, and number. List both Arizona professional and Arizona contractor licenses held, including license numbers and note whether licenses are held by the firm, individuals or sub-consultants.
- 1.2 **Public Information:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure upon award and execution of a contract with the highest ranked firm. Until that time, pursuant to A.R.S. §34-603(G), only the names of the firms on the short list may be disclosed.
  - 1.3 **Pre-proposal Meeting:** A pre-proposal meeting will be held on November 1, 2017 at 10:00 AM at the Public Works building located at 5600 E. Commerce Ave, Flagstaff, AZ 86004. The purpose of this meeting will be to clarify the contents of this RFQ and provide an opportunity for questions regarding the RFQ or the project. **The pre-proposal meeting is mandatory.**
  - 1.4 **CMAR Contract:** The contract resulting from this solicitation will be in the form of the County's Standard Construction Manager at Risk Agreement that the successful firm will enter into with the County for the design phase, a copy of which is attached to this RFQ (See "Sample Contract" on page 27).

By submission of a proposal, each firm will be certifying to the County that the contract is acceptable as written, unless exceptions are taken and specific alternate language proposed. The County may consider proposed changes and negotiate terms or conditions if deemed in the interest of the County. However, County reserves the right to reject any proposal that takes exceptions or proposes alternate language unacceptable to the County.

- 1.5 Questions:** Questions outside of the pre-proposal meeting must be in writing to [srichardson@coconino.az.gov](mailto:srichardson@coconino.az.gov). While the County will make every effort to respond to all questions, those received less than four business day in advance of the submittal due date may not be answered.
- 1.6 Clarifications and Interpretations:** Any clarifications or interpretations of this RFQ that materially affect or change the scope or intent will be issued via addenda and posted by the County on the County's web site: [http://www.coconino.az.gov/purchasing/bids\\_and\\_rfps](http://www.coconino.az.gov/purchasing/bids_and_rfps). Oral statements or clarifications shall be non-binding and without legal effect. The County will make an effort to notify proposers by email of the posting of addenda; however, it cannot guarantee that every potential respondent will be notified each time. **Therefore, it is the responsibility of all respondents to check the website periodically for addenda and to obtain this information in a timely manner.**
- 1.7 Submission of SOQs:**
- 1.7.1 Deadline and Location: SOQs must be received and stamped by the County no later than November 15, 2017 2:00 PM local time at 219 E. Cherry Ave., 2<sup>nd</sup> Floor, Flagstaff, AZ 86001. Late submittals will be returned unopened, without exception.
- 1.7.2 Submission Package: Proposers shall submit one (1) original and six (6) identical copies of their SOQs in the format described in the Required Submittal Information and Evaluation Criteria Section, in a clearly marked sealed envelope or box addressed to the Clerk of the Board of Supervisors; the package must clearly identify the submittal deadline, the RFQ number, and the name and return address of the respondent. The "Introductory Letter" submitted with the original copy must bear an original signature in ink. Facsimile, telegraphic, or electronic submissions for **are not** acceptable.
- 1.7.3 Properly submitted SOQs will not be returned to respondents.
- 1.8 Point-of-Contact:** The County designates the following person, as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the County and direct all questions regarding this RFQ, including questions regarding terms and conditions, to the Point-of-Contact person:

**Scott Richardson, CPPO**  
**Purchasing Manager**  
**Coconino County Finance Department**  
**928-679-7191**  
**email: [srichardson@coconino.az.gov](mailto:srichardson@coconino.az.gov)**

After the award is made, the Point-of-Contact person will be:

**JD Brice II**  
**Interim Engineering Division Manager**  
**Coconino County Public Works Department**  
**928-679-8347**  
email: [jbrice@coconino.az.gov](mailto:jbrice@coconino.az.gov)

**1.9 Evaluation and Selection:**

- 1.9.1 The evaluation of the SOQs shall be based on the criteria described in this RFQ. All properly submitted SOQs will be reviewed, evaluated, and ranked by the selection committee. The top three (3) to five (5) ranked respondents may be short-listed by the selection committee to participate in interviews. SOQs shall not include any information regarding respondent's fees, pricing, person-hours or other cost information.
- 1.9.2 The selection committee will conduct interviews with the short-listed firms. The County will coordinate with the short-listed firms for an appropriate meeting time and place. Interviews are not anticipated to last longer than 1 hour per firm. The County may provide an agenda or outline and any additional requirements to be provided to the short-listed firms in advance of the interview.
- 1.9.3 Upon completion of interviews, the short-listed firms will be re-scored based on information provided during the interview only, to determine the final ranking.
- 1.9.4 The County intends to negotiate fees for these services with the highest-ranked firm. If an agreement cannot be reached with the highest-ranked firm, then the County intends to enter into negotiation with the next lower-ranked firm, or firms, or reject all proposals. The selection of the firm shall be at the discretion of Coconino County and the County reserves the right to reject any or all qualification statements. Upon completion of negotiations, a contract will be prepared for the selected firm and approved by the Board of Supervisors.
- 1.9.5 The following tentative schedule has been prepared for this project. Firms interested in this project must comply with the schedule and be available on the interview/presentation date

RFQ Pre-Proposal Meeting	November 1, 2017
RFQ opening	November 15, 2017
Tentative time frames	
Short List notification	November 27, 2017
Short List Interviews	December 7, 2017

Contract negotiation with highest rated contractor	December 14, 2017
Award of Contract	January 9, 2018
Construction Manager achieves Substantial Completion	June 30, 2018

- 1.10 Acceptance of Evaluation Methodology:** By submission of an SOQ in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the County.
- 1.11 No Reimbursement for Costs:** Respondent acknowledges and accepts that any costs incurred from their participation in this RFQ process shall be at the sole risk and responsibility of the respondent.
- 1.12 Waiver of Claims:** Each Respondent, in submitting a proposal, is deemed to have waived any claims for damage by reason of the selection of another proposal and/or the rejection of his proposal.
- 1.13 Eligible Respondents:** Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using sub-contractors. The County reserves the right to approve all sub-contractors). The County will contract only with the firm or formal organization that submits an SOQ. Respondents who submit as Joint Ventures must submit a copy of the joint venture agreement and a letter of authorization bearing the original signature of all members of the joint venture authorizing the signatory of the “Respondent’s Statement of Qualifications and Ability To Undertake The Project” document to execute documents on behalf of the joint venture. With regard to these latter documents, the original letter of authorization and copy of the joint venture agreement may be submitted in a separate envelope marked as above with the additional notation “Joint Venture Documents.”

## **SECTION 2 – CMAR METHODOLOGY**

### **2.1 Phase I – Design/Pre-Construction Services**

The intent is to establish a relationship of trust and confidence between the CMAR and the County. The Project will be an “Open Book” job, whereby the County may attend any and all meetings and bid openings relating to the project and have access to any and all books, accounts, and records of the CMAR relating to the Project.

The County will contract for the CMAR services in phases. The County anticipates at minimum two phases with agreements and fee negotiations for each. For Phase I, the CMAR will start by providing pre-construction services during the design phase of the project. At selected milestones of construction plan development and engineering in Phase I prior to construction, the CMAR will be requested to provide a Guaranteed Maximum Price (GMP) at various design milestones to act as General Contractor for the construction and assume the risk of delivering the project on schedule at or under the GMP. Acceptance of the GMP by the County will initiate the second phase, which will include complete construction services for the actual completion of the project. The County reserves the right to phase work and/or use a fast track approach requiring multiple GMPs of the CMAR if deemed appropriate. It is possible that the phases may overlap. Acceptance of the GMP will be reflected in the contract in an amendment that incorporates the construction provisions of the contract.

The County reserves the right to end the CMAR’s services at the completion of Phase I and continue with a traditional Design-Bid-Build procurement if deemed in the best interests of the County. If this occurs, the CMAR shall be paid at the agreed upon fee for services rendered for Phase I.

Phase I Design/Pre-Construction services required of the CMAR may include the following:

- Team building/partnering and/or scoping meeting.
- Project Scheduling/Management.
- Value analysis/engineering.
- Constructability reviews.
- Cost Model/Budget.
- Estimating/price guarantees (GMP’s) to include assumptions.
- Assistance with permitting.
- Bid package coordination/strategy with subcontractors.
- Identification and ordering strategy of long lead-time materials.
- Select subcontractors/suppliers for this project.



## **2.2 Phase II - Construction**

If selected to continue as the General Contractor in Phase II, then the CMAR shall be responsible for construction means, methods, sequencing, scheduling and coordination, and shall solicit bids from pre-qualified subcontractors (approved by the County) to perform the work. For the purposes of this paragraph, the total contract price for construction does not include the cost of pre-construction services, design services or any other related services or the cost to procure any right-of-way or other cost of condemnation.

Phase II Construction Phase services required of the CMAR may include the following:

- Team management/coordination.
- Construction of the Burris Lane Drainage Improvements and Pavement Reconstruction by June 30, 2018.
- Coordinate with various County Departments, other agencies, utility companies, etc.
- Arrange for procurement of materials and equipment.
- Schedule and manage site operations.
- Cost control.
- Subcontracting.
- Field management.
- Provide Safety and Quality Control programs.
- Bond and insure the construction.
- Risk assessment.
- Address all Federal, State and local permitting requirements.
- Project close out/warranty period services.

## **SECTION 3 – SUBMITTAL REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS**

Respondents shall carefully read the information contained in the following criteria and submit a complete SOQ to all questions in Section 3 formatted as directed in Section 4. Incomplete SOQs will be considered non-responsive and may be subject to rejection.

### **3.1 Introductory Letter: Respondent's Statement of Interest and Availability to Undertake the Project** (1-2 pages, not included in total page count).

The introductory letter should not exceed two (2) pages. The letter shall be on company letterhead including the company name, address, phone number and fax number. The letter should be addressed to the Point of Contact referencing the RFQ. The letter shall be signed, in original ink signature, by an authorized officer of the firm and should contain the following:

- 3.1.1 A statement of interest for the Project including a summary of key points describing the respondent's unique qualifications as they pertain to this particular Project;
- 3.1.2 The availability and commitment of the respondent.
- 3.1.3 The respondent's city and state of its corporate headquarters; and
- 3.1.4 A statement regarding acknowledgement of all issued addenda, if any, and agreement or exception to the terms contained in the Sample Contract.

### **3.2 Respondent's Understanding of Project Scope and Respondent's Method of Approach**

- 3.2.1 Firm shall demonstrate their expertise, knowledge and understanding of the scope of work.
- 3.2.2 Firm shall describe their proposed areas for subcontracting and methods for prequalification or selection of subcontractors.
- 3.2.3 Demonstrate familiarity and understanding of the CMAR Design and Construction process, as it relates to this project. The Respondent should:
  - Discuss the Respondent's role in the CMAR process, in Design and in Construction of this project.
  - Discuss your view of the relationship between the CMAR and County, including your experience with Partnering relationships.
  - Elaborate on the pre-construction services, including how you will approach developing your GMP at the various stages of the design process of this project.
  - Discuss the value contributed by the CMAR in this project.
  - Provide any other details regarding special services, products, advantages or other benefits offered to the County by the Respondent.

- Provide a proposed plan for completing the projects identified in the County's Chip Seal Plan, which is shown in Appendix C. The proposed plan should consist of the specific pieces of equipment and staffing your firm would be prepared to dedicate to completing the 2016 Pavement Preservation projects no later than June 30, 2016.

#### 3.2.4 Risk Assessment

- What significant risks do you see that you are unable to control that may affect project completion?
- What significant risks have you identified that might have a material impact on cost, schedule or quality?
- What solutions do you have to mitigate these risks?

### 3.3 **Qualifications and Experience of the Project Team and Firm**

#### 3.3.1 Project Team

- 3.3.1.1 Provide resumes of the CMAR team that will be directly involved in the Project, including their experience with similar projects in geographic and climatic areas similar to Northern AZ. Indicate specific experience with CMAR projects and specifically discuss the Project Manager's experience contributing input to a CMAR project and process. Indicate the number of years each team member has had with the firm. Work experience stated must list if it was completed at a different firm. Identify Professional Registrations and/or Contractor Licenses held by the Key Personnel.
- 3.3.1.2 Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for each team member, including subcontractors, to be directly involved in the Project. Indicate the estimated percent of time these team members will be involved in the Project for Pre-construction and Construction Services. If your organizational structure will change for the Construction phase, then provide a description of the changes in graphic and written form. Please elaborate on your firm's understanding of the CMAR's role and responsibilities.
- 3.3.1.3 Any other information the Respondent believes relevant to this section that indicates the Project Team's unique qualifications and experience. Changes in personnel will require approval by the County.

#### 3.3.2 Firm

- 3.3.2.1 Describe your firm's management philosophy for the CMAR construction delivery method.
- 3.3.2.2 Describe Firm's history, including the name(s) of the Firm, address(es) of the corporate headquarters and local office(s), and number of years in business. Provide the following information on the firm:

- If selected, the firm will be requested to provide a statement from an “A-“ rated or better surety company
  - Available bonding capacity and current and expected project backlog in the spring of 2016;
- 3.3.2.3 List the total number of years of experience the firm has with projects of similar type, scope, environment and complexity, specifically with CMAR.
- 3.3.2.4 Identify any completed projects, of any type, for which your firm has received an award for construction excellence from a recognized organization.
- 3.3.2.5 Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Provide any details of past, pending, or current litigation within the last five years for claims filed against or by your firm arising from a construction project. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. Briefly describe the circumstances and the outcomes. Provide contact info for the other party.
- 3.3.2.6 Any other information the Respondent believes is relevant to this section that indicates the Firm’s unique qualifications and experience.

### **3.4 List and Discussion of Team Projects**

- 3.4.1 Provide a brief list of the Firm’s major current, on-going projects and priorities, and any potential or anticipated projects for which the firm may be selected but which are not yet awarded. List the projects by public agency/owner and include name/description of the project, total construction value and estimated start and completion dates.
- 3.4.2 Identify three projects MOST RELEVANT TO THIS PROJECT that the team has provided similar services as defined in this project’s scope of work within the last five (5) years. Information in this section shall not exceed six (2) pages per project (not including any attachments). **For each of the three projects identified, provide the following:**
- 3.4.2.1 General Project Information
- Project name, location, contract delivery method, and description
  - Client name with contact information, including phone number and email
  - Color images (photographic or machine reproductions)
  - Original construction cost, number and amount of any change orders, and final construction cost

- Project size (length of road improvements)
- Percentage of Work Self-Performed
- Names of the Key Personnel who were on the Project Team
- Baseline budget vs. actual budget
- Original versus Actual Date of Notice To Proceed, Substantial Completion, and Final Payment dates for Construction Services (Schedule).

#### 3.4.2.2 Budget and Cost Control

For each project listed above:

- Describe how the cost estimates were developed.
- Provide examples of your cost control methods during construction and how you procured the subcontracts, and confirmed scope, amount, and ensured proper and timely payment of the subcontractors.

#### 3.4.2.3 Ability to Meet Schedule

- Given that construction season is limited to May and June due to the weather conditions, describe your approach to assuring timely completion, including methods for schedule recovery, if necessary. Include specific scheduling challenges/requirements and actual solutions.
- Provide one sample of the monthly schedule reports, including identified milestones and schedule recovery plans.

#### 3.4.2.4 Quality Control

- Describe your quality control processes for all aspects of the project.
- Describe your contributions to value engineering and how they improved the project's quality, reduced the cost (without reducing the quality) and/or improved the timeline.

#### 3.4.2.5 Problem Identification and Resolution

For any of the projects above, describe any conflicts with the Owner, Consultants, Engineer, or subcontractors and describe the methods used by the Respondent to resolve those conflicts.

#### 3.4.2.6 Any other information the Respondent believes is relevant to this section that identifies their unique capabilities to provide the services requested in the scope of work for this project.

### **3.5 Experience with Anticipated Construction Conditions**

- 3.5.1 Describe your firm's experience dealing with typically anticipated construction conditions including seasonal considerations, local scheduling considerations, impacts to the public and a shortened construction season. The team hired by the County must be familiar with local community needs, standards, historical challenges, local codes and site conditions. Additionally, the team must be accessible to County staff and citizens (e.g. public hearings, neighborhood meetings and other citizen outreach identified in the RFQ) during the contracting design and construction phase.
- 3.5.2 Resolution of issues may be part of the project work. Describe your response protocol and how the firm's Project Manager (or responsible person in charge) will be accessible to County staff and citizens.
- 3.5.3 Explain why your firm is particularly qualified to perform your services in the Flagstaff area. Demonstrate the Project Manager's (or responsible person in charge) knowledge of local geology, climate practices, materials, and codes by specifying in the submittal their experience working in the Northern Arizona region or in a region with geology, climate and conditions similar to those of the Coconino County.
- 3.5.4 Briefly describe two of your most recent projects that were performed in the greater Flagstaff area as defined by the Regional Plan and/or Flagstaff Metropolitan Planning Organization (FMPO) boundaries.
- 3.5.5 During construction, what is the response time by a qualified person (decision making authority) to meet in person and resolve concerns and to accommodate unforeseen issues?

### **3.6 Past Performance Evaluations**

Contractor shall have a minimum of three and maximum of five past performance evaluations provided by their current or most recent clients. The surveys shall provide past performance information about similar types of projects, with at least one project being a CMAR project. The attached Past Performance Evaluation shall be faxed by the client to the County Purchasing Office at 928-679-7195, or scanned and e-mailed to Scott Richardson, [srichardson@coconino.az.gov](mailto:srichardson@coconino.az.gov), no later than the due date of November 15<sup>th</sup>, 2017 at 10:00AM. Respondent shall also provide a list of projects completed by the Independent Contractor for Coconino County in the past five years and note those that involved pavement services as a component of the project.

### **3.7 Presentations / Interviews**

The date for Interviews with the short-listed firm(s) is estimated to be on December 7<sup>th</sup>, 2017. The Purchasing Office will advise the short-listed firms of the time and place. Presentation/Interviews are anticipated to last up to sixty minutes (60) per firm, including

questions at the end. The County may provide an agenda or outline in advance of the interview covering any additional requirements to be addressed by the short-listed firms.

In addition to a presentation and response to interview questions, short-listed firms may be required to provide additional materials, responses to additional follow up questions or provide examples of the Professional quality of the firm's previous work for similar projects. If required, additional material will be requested formally in writing by the County.

**Note:** A very informative and useful site on writing proposals can be found at: <http://www.bidsource.com/pubsforms.cfm>. The Purchasing Office is also available to answer any questions on how to properly submit your proposal to the County.

### **3.8 Evaluation**

3.8.1 Written proposals shall be evaluated based on the following criteria as explained in detail throughout Section 3:

<b>Section</b>	<b>Criteria</b>	<b>Maximum Points</b>
<b>3.2</b>	<b>Respondent's Understanding of Project Scope and Respondent's Method of Approach Including the Proposed Plan Discussed in Section 3.2.</b>	<b>40</b>
<b>3.3</b>	<b>Qualifications and Experience of the Project Team and Firm</b>	<b>20</b>
<b>3.4</b>	<b>List &amp; Discussion of the Team Projects</b>	<b>25</b>
<b>3.5</b>	<b>Experience with Anticipated Construction Conditions</b>	<b>10</b>
<b>3.6</b>	<b>Past Performance Evaluations</b> <i>(including history of litigation and default, and reference checks and projects completed for the County in the past five years)</i>	<b>5</b>
	<b>TOTAL</b>	<b>100</b>

3.8.2 Interviews will be scored according to the following criteria shown in descending order of importance:

- Experience of Project Team working with similar projects of similar scope in similar geographic areas

- Ability to communicate and interact with the evaluation team
- CMAR approach, methodology, value engineering and experience
- Risk Assessment and solutions
- Demonstrated ability to meet schedule, control cost and ensure quality
- Past Performance with the County and with other jurisdictions, including history of litigation or default



## **SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS (SOQs)**

### **4.1 General Instructions**

- 4.1.1 SOQs shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.
- 4.1.2 SOQs shall be a MAXIMUM OF TWENTY (20) PRINTED PAGES. The cover, table of contents, divider sheets, introductory letter, and resumes do not count as printed pages. The County reserves the right to accept or reject proposals that deviate from the preferred page count. Individual resumes should not be more than two (2) pages in length.
- 4.1.3 All pages shall be printed double-sided. For typewritten pages, the minimum font size is 12 point, and black ink is preferred.
- 4.1.4 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete SOQs will be considered non-responsive and subject to rejection.
- 4.1.5 SOQs and any other information submitted by respondents in response to this RFQ shall become the property of the County.
- 4.1.6 SOQs that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the County, at its option.
- 4.1.7 The County reserves the right to accept or reject any or all SOQs, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in County's best interest.
- 4.1.8 SOQs shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the SOQ; however, it is essential to reference the question number with the corresponding answer.
- 4.1.9 Failure to comply with all requirements contained in this RFQ may result in the rejection of the SOQs.

#### **4.2 Page Size, Binding, Dividers, and Tabs:**

- 4.2.1 SOQs shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral type bindings. DO NOT USE METAL-RING HARD COVER BINDERS. Larger sheets may be used if they are folded to not larger than 8 1/2 x 11 inches.
- 4.2.2 Additional attachments or material not requested shall NOT be included with the SOQs. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the County for evaluation. DO NOT SUBMIT A COPY OF THE RFQ.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

#### **4.3 Table of Contents:**

Submittals shall include a "Table of Contents" and give page numbers for each part of the SOQ.

#### **4.4 Pagination:**

Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this \_\_ day of \_\_\_\_\_, 2018,

BETWEEN

(hereinafter Independent Contractor or IC)

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County");

WHEREAS:

- A. The County has issued "Request for Qualifications (RFQ) 2018-101 for Construction Manager at Risk (CMAR) Burris Lane Drainage Improvements and Pavement Reconstruction", in order to select an Independent Contractor for this project (hereinafter the "Services"); and
- B. The Independent Contractor has submitted a successful proposal (hereinafter the "Proposal"); and
- C. The County desires to contract with the Independent Contractor to provide the Services; and
- D. The Independent Contractor's proposed fee for pre-construction services is acceptable to the County; and
- E. The Independent Contractor is ready, willing and able to provide the Services.

THEREFORE, in consideration of their mutual promises set out herein, the Independent Contractor and the County agree as follows:

I. Scope of Work

This Agreement is a CMAR Contract for Pre-Construction Phase of the Project pursuant to A.R.S. § 34-601, *et. seq.*, for the provision of pre-construction services as more fully set forth in Appendix "A" CMAR Pre-construction Services. Appendix "A" is hereby incorporated herein the same as it is set forth. This Agreement contemplates two project phases: Pre-construction and Construction. The phases may overlap. For Phase I, Pre-construction, the Project Team, consisting of the Independent Contractor and the County, will address design, budget, sequencing, scheduling and constructability of the project for development of a Guaranteed Maximum Price (GMP) to construct the work by the Independent Contractor. If the County accepts the Independent Contractor's GMP, the County and Independent Contractor shall proceed to Phase II, Construction, and shall amend this Agreement to incorporate the construction provisions. There may be multiple GMPs if the construction is phased. If the parties are unable to agree on the overall GMP

or the GMP for any increment of construction, then this Agreement shall terminate with respect to the affected increment and the County may choose to bid the project (or that portion of the project) under a traditional Design-Bid-Build procurement method. The Independent Contractor agrees to provide CMAR services and other services related to the Project, provide efficient business administration and superintendence, and will complete the Project in the most expeditious and economical manner consistent with the best interests of the County. Changes in the scope for the Pre-construction Phase must be accomplished by an amendment to this Agreement duly executed by the parties.

Within seventy-two (72) hours of the announcement of the project award, Independent Contractor shall tender a performance and payment bond for the County to review. This bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this State as issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1. The bond shall conform to the requirements of Title 20, Chapter 6, Article 8; shall name Coconino County, a political subdivision of the State of Arizona, as the beneficiary/insured; if as a performance bond shall specifically assure the full and final completion of the scope of work entered into herein, and if as a payment bond shall be in an amount not less than the contract price for the full scope of work contracted for herein. The surety shall be a reputable company as determined by the County, and the bond shall otherwise be satisfactory in its scope and content as determined by the County in its sole and absolute judgment.

In the event the Independent Contractor fails to provide to County with the certificate and proof of bond assurance within seventy-two hours of the announcement of the project award then the County reserves the right to unilaterally rescind the Independent Contractor's award of this project.

In the event the Independent Contractor provides to the County the certificate and proof of bond assurance and the County determines, in its sole and separate judgment, that the certificate and/or assurance is inadequate in any regard, then the County reserves the right to unilaterally rescind the Independent Contractor's award of this project. The County's judgment as to the adequacy of the certificate and the assurance is absolute and final, but must be exercised not later than the date and time when the County issues to the Independent Contractor the Notice to Proceed with the project. The County waives any objection to the County's adequacy determination if made after the Notice to Proceed is issued unless it is later determined by the County that the tender of proof required herein was made by the Independent Contractor, its agents, employees or persons acting on Independent Contractor's behalf, in a manner that is fraudulent or in a manner that demonstrates a negligent misrepresentation of material facts, as determined by the County in its sole and absolute judgment.

## II. Compensation

In consideration of the services specified in this Agreement, the County agrees to pay the Independent Contractor in accordance with the following:

## PHASE I: DESIGN AND RELATED SERVICES

Total compensation for the pre-construction services phase shall not exceed the sum of \_\_\_\_\_, including all direct costs, as identified in Exhibit "A", which is incorporated herein the same as it is set forth.

## PHASE II: PROJECT CONSTRUCTION

Total compensation for the construction phase of the Project shall be set forth in the GMP amendment. Payment shall be due and payable pursuant to A.R.S. § 34-607. All invoices shall be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and subcontractor charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information should be sufficient to show the worker and hours worked by day for the period covered by the invoice. Subcontractor charges shall be supported by appropriate documentation with each separate invoice submitted.

The Independent Contractor shall not perform work in excess of the Contract Amount without prior authorization by an amendment executed by the County. Work performed in excess of the Contract Amount without prior authorization by amendment shall be at the Independent Contractor's own risk.

### III. Term of Agreement

This Agreement, as approved by the Board of Supervisors, shall commence on the \_\_ day of \_\_\_\_\_, and shall terminate on the \_\_ day of \_\_\_\_\_ unless sooner terminated or further extended for project completion. The County and the Independent Contractor may extend this Agreement for such additional period or periods as may be required for project completion. Any extension shall be by formal written amendment executed by the parties hereto.

### IV. Termination of Agreement

Either party may terminate this Agreement with thirty days written notice. The IC shall be paid for any services up to date of written Notice.

#### A. Termination by the COUNTY for Convenience

The performance of the Work under this Agreement may be terminated by the County, in whole or in part, in accordance with this clause whenever the County reasonably determines that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Independent Contractor of a written Notice of Termination specifying the extent to which performance of the Work is terminated, and the date upon which such termination becomes effective.

If the Agreement is terminated by the County as provided herein, the Independent Contractor shall receive compensation for any Work performed and accepted, prior to

the termination, together with profit in proportion to the Work performed and accepted. The compensation shall include payment for contractual obligations reasonably incurred prior to termination. No amount shall be allowed for anticipated profit on unperformed Work.

Termination of the Agreement or portion thereof by the County for convenience shall not relieve the Independent Contractor of its contractual responsibilities for the Work completed.

#### B. Termination for Cause

This Agreement may be terminated for cause upon the occurrence of one or more events:

If the Independent Contractor fails or neglects to carry out the Work in accordance with the provisions of the Agreement Documents, and fails, after ten (10) calendar days a written notice from County, to correct such failure or neglect and thereafter diligently pursue the project to completion;

1. If the Independent Contractor materially breaches this Agreement and fails, after ten (10) days written notice from the County, to correct such breach and thereafter diligently pursue the project to completion;
2. If a custodian, trustee or receiver is appointed for the Independent Contractor, or if the Independent Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or the Independent Contractor causes or suffers an order for relief to be entered with respect to it under applicable Federal bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for the Independent Contractor, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Independent Contractor, and in any of the foregoing cases such action is not discharged or terminated within sixty (60) Days of its institution.

#### C. Remedies of the County Upon an Event of Default

Upon the occurrence of an Event of Default, the County shall have the right to terminate this Agreement upon an additional seven (7) Days written notice to the Independent Contractor, provided that the Independent Contractor has not commenced a cure within such seven (7) Day period.

Without prejudice to any other rights or remedies of the County, the County may:

1. Take possession of all data, reports, and work in progress in possession of the Independent Contractor or to which the Independent Contractor otherwise has right;
2. Accept assignment of Subcontracts; and
3. Finish the Work by whatever reasonable method the County may deem expedient.

When the County terminates the Agreement as aforesaid, the Independent Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance exceeds costs incurred in finishing the Work, such excess may be paid to the Independent Contractor, up to the amount due the Independent Contractor to the date of the termination. If such costs exceed the unpaid balance of the Agreement, the Independent Contractor shall pay the difference to the County.

V. Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

- i. Commercial General Liability occurrence version in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following;

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

- ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either “any auto” or “scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.

- iii. A Certificate of Insurance for workers’ compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

B. The Independent Contractor will name the County, its agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. County

reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

- C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.
- D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.
- E. The Independent Contractor will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

#### VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

#### VII. Independent Contractor's Status

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County.

- A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and



employment taxes and for providing all workers' compensation insurance required by law.

- B. The independent contractor will operate as an independent entity and none of the employees of the independent contractor are to be considered employees of Coconino County. Independent contractor employees are not eligible for Coconino County group health insurance or other benefits.
- C. The independent contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.
- D. In performance of services within this contract, the independent contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools; equipment, vehicles, and supplies Contractor may determine to be necessary in performance of services hereunder. Contractor may establish offices in such locations within or outside Arizona, as Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.
- E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

#### VIII. Force Majeure

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

#### IX. Immigration and Scrutinized Business

Pursuant to A.R.S. 41-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

- A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).
- B. A breach of warranty under paragraph (a) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
- C. The County retains the legal right to inspect the papers of the Independent Contractor or an of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (a) above.

D. False certifications may result in the termination of this contract.

X. Certification Pursuant to A.R.S. § 35-393.01

Pursuant to the requirements of A.R.S. § 35-393.01(A), the Independent Contractor hereby certifies that the Independent Contractor is not currently engaged in a boycott of Israel. The Independent Contractor further certifies that no wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of the Independent Contractor (if any) are currently engaged in a boycott of Israel. Independent Contractor further and additionally agrees that for the duration of this Contract, neither Independent Contractor, nor any wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of Independent Contractor (if any) shall engage in a boycott of Israel.

For purposes of this Section, “boycott of Israel” shall mean engaging in a refusal to deal, terminating business activities, or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either: (a) in compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 U.S.C. § 4607(c) applies; or (b) in a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

XI. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County’s governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

XII. Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

XIII. Records

The Independent Contractor will:

- A. Submit all reports and invoices specified in this Agreement.
- B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the “Records”) for a period of five (5) years after the termination or completion of this

Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the County at reasonable times. Upon request the Independent Contractor will produce a legible copy of any or all Records.

XIV. Approval by the County

Before this Agreement can become effective and binding upon the County, it must be approved by the County Board of Supervisors. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XV. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XVI. Non-assignment

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

XVII. Cancellation of Agreement

This Agreement may be cancelled by the County pursuant to A.R.S. §38-511.

XVIII. Non-discrimination

The Independent Contractor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XIX. Notice

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

XX. Choice of Law

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XXI. Severability

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

## XXII. Authority

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligates Independent Contractor to the above terms and conditions.

## XXIII. Independent Contractor's Performance

The Independent Contractor shall employ suitably trained and skilled personnel to perform all required services under this Agreement. Prior to changing any key personnel, especially those key personnel that the County relied upon in making this Agreement, the Independent Contractor shall obtain the approval of the County. For the purposes of this Article, the key personnel shall be those personnel whose resumes were included in the Independent Contractor's proposal in response to Coconino County Request for Qualifications Number 2015-115.

The Independent Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its efforts and other services furnished by the Independent Contractor under this Agreement. Without additional compensation, the Independent Contractor shall correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the willful or negligent acts or omissions of the Independent Contractor found during or after the course of the services performed by or for the Independent Contractor under this Agreement, to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CMAR in Flagstaff, Arizona would exercise under similar conditions. The Independent Contractor's responsibility for these corrections or revisions is regardless of the County having knowledge of or condoning/accepting the products or the services. Any such resolving of deficiencies shall be at no cost to the County.

Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional.

### Subcontractor

The Independent Contractor will be fully responsible for all acts and omissions of its subcontractor(s) at every tier and of persons directly or indirectly employed by subcontractor and of persons for whose acts any of them may be liable to the same extent that the Independent Contractor is responsible for the acts and omissions of persons directly employed by the Independent Contractor. Nothing in this Agreement shall create any obligation on the part of the County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

The Independent Contractor shall ensure that all construction subcontractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Agreement. The Independent Contractor shall not permit any subcontractor to perform work that does not fall within the scope of the subcontractor's license, except as may be permitted under the Rules of the Registrar of Contractors. The Independent Contractor shall provide the County with the license numbers of any new or replacement subcontractors added after award.

For the purposes of the first paragraph of this Article, “subcontractor” includes consultants to the Independent Contractor.

XXIV. Delays

Neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance is prevented by reason of an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including but not limited to: acts of God, acts of the public enemy, fires, floods, epidemics, strikes, freight embargoes, unusual delays in deliveries, unavoidable casualties or other causes beyond the parties' control.

XXV. Ownership Of Documents

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by the Independent Contractor under this Agreement shall vest in and become the property of the County and shall be delivered to the County upon completion or termination of the services, but the Independent Contractor may retain and use copies thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

INDEPENDENT CONTRACTOR

COCONINO COUNTY BOARD OF  
SUPERVISORS

By: \_\_\_\_\_

By: \_\_\_\_\_  
Matt Ryan  
Chairman

ACKNOWLEDGED before me  
by \_\_\_\_\_ as \_\_\_\_\_ of  
and for \_\_\_\_\_ this  
\_\_ day of \_\_\_\_, 2018

ATTEST:  
\_\_\_\_\_  
Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Deputy County Attorney

## **APPENDIX A**

### **TERMS AND DEFINITIONS**

Agreement – A written document signed by the County and the Independent Contractor covering the phase or phases of the Project, and including other documents itemized and referenced in or attached to and made part of this Agreement.

Amendment – A written instrument issued after execution of the Contract Documents signed by the County and the Independent Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other contract terms.

Alternate Systems Evaluations – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets County requirements.

Construction Contract Time(s) – The number of days or the dates related to the construction phase(s) as stated in Construction Documents that applies to achievement of Substantial Completion of the Work.

Construction Documents – The project specifications and Construction Drawings (plans, elevations, details, etc.) prepared and approved for construction by the Design Professional and the County.

Construction Drawings – Completed drawings that visually represent the scope, extent and character of the Work to be furnished and performed by the Independent Contractor during the construction phase(s) and have been prepared and approved for construction by the Design Professional and the County.

Construction Fee – The Independent Contractor's profit for the Construction phase of the project may be negotiated at the time of the Pre-Construction Services and noted in the Construction Services Agreement/Amendment.

Construction Manager at Risk (CMAR) – The Independent Contractor, firm, corporation, or other approved legal entity with whom the County has entered into this Agreement to provide services as detailed in this Agreement.

Contingency, CMAR's – CMAR's Contingency is an amount the Independent Contractor may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the County for increases in General Condition Costs. The amount of the CMAR's Contingency will be negotiated as a separate line item in each GMP proposal. CMAR's Contingency is assumed to be a direct project cost, it shall receive all markups at the time of GMP submission.

Use and management of the CMAR's Contingency is described in Appendix A, Section 2.7 of the Pre-construction Phase Services.

# **APPENDIX A**

## **TERMS AND DEFINITIONS**

Contingency, Owner's – A fund to cover cost growth during the Project used at the discretion of the County, usually for costs that result from County directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by the County and will be an addition to the project costs included in the Independent Contractor's GMP packages. Use and management of the Owner's Contingency is described in Appendix B, Section 6.2.4 of Phase I – Pre-Construction Services. While this amount is included in the Contract Amount, the right to use the Owner's Contingency belongs solely with the County. The Independent Contractor shall have no claims to the Owner's Contingency.

Contract Amount – The total cost for services as identified in Article III of the Agreement.

Contract Documents – means the following items and documents in descending order of precedence executed by the County and the Independent Contractor: (i) all written modifications, amendments and Change Orders; (ii) all Agreements, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Proposal or Proposals; (v) GMP Plans and Specifications.

Cost of the Work – The direct costs necessarily incurred by the Independent Contractor in the proper performance of the Work. The Independent Contractor shall allow the County "open book" pricing throughout the term of the Agreement. Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees, materials testing, and related items. The Cost of the Work shall not include the Independent Contractor's Construction Fee, General Conditions Cost, or taxes.

County (Owner) – Coconino County, a political subdivision of the State of Arizona, with whom the Independent Contractor has entered into this Agreement and for whom the services is to be provided pursuant to said Agreement.

Critical Path Schedule – The sequence of critical, time sensitive activities from the start of the Work to the Substantial Completion of the Project, for which any delay in the completion of these activities will extend the Substantial Completion date.

Day – Work day unless otherwise specifically noted in the Contract Documents.

Deliverables – The work products prepared by the Independent Contractor in performing the scope of work described in this Agreement. Some of the major deliverables to be prepared and provided by the Independent Contractor during the design phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, Value Engineering, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Agreement or required by the Project Team.

Design Professional – The qualified, licensed person, firm or corporation who furnishes design and/or construction administration services required for the Project.



# **APPENDIX A**

## **TERMS AND DEFINITIONS**

Drawings (Plans) – Documents prepared by the Design Professional which visually represent the scope, extent and character of the Work to be furnished and performed. They are documents that have reached a sufficient stage of completion and have been released by the Design Professional solely for the purposes of review and/or use in performing constructability or bidability reviews and in preparing cost estimates (e.g. conceptual design, preliminary design, detailed design at prescribed stages), but are not to be used for construction. Shop Drawings are not Drawings as so defined.

Fast Track – Commencement of construction on earlier phases of the project before the design of the later phases of a project is complete, without impairing either construction or design. By commencing with construction in this manner, it is anticipated that the project can be completed sooner.

Float – The number of Days by which an activity can be delayed without affecting other scheduled activities.

General Conditions Costs – Includes, but is not limited to the following types of costs for the Independent Contractor during the construction phase: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of contractors not in the direct employ of the CMAR or Subcontractors; and fees for licenses.

Guaranteed Maximum Price (GMP) – The sum of the maximum Cost of the Work including the CMAR's Construction Fee, General Conditions Costs, all taxes, bonds, insurance, CMAR Contingency, and Owner.

GMP Plans and Specifications – The sets of plans and specifications provided pursuant to Appendix "B", upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price (GMP) Proposal – The offer or proposal of the Independent Contractor submitted on the prescribed form setting forth the GMP prices for the entire Work, or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Appendix "B".

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

# **APPENDIX A**

## **TERMS AND DEFINITIONS**

Notice to Proceed (NTP) – A written notice given by County to the Independent Contractor fixing the date on which the Independent Contractor will start to perform the Independent Contractor's obligations under this Agreement.

Open Book – Term used to describe the concept that allows the County to review all bids, invoices, contracts and accounting related to the project at any time.

Payment Request – The form that is accepted by the County and used by the Independent Contractor in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and/or the County.

Project – The work to be completed in the execution of this Agreement.

Project Team – The team consisting of the Design Professional, Independent Contractor, County Project Manager, County's Client Department representatives, utility companies and other stakeholders who are responsible for making decisions regarding the Project.

Schedule of Values (SOV) – Document specified in the construction phase Agreement, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Progress Schedule depending on if the Progress Schedule is cost-loaded or not.

Shop Drawings – All drawings, diagrams, schedules and other data specifically prepared for the Work by the Independent Contractor or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site – The land or premises on which the Project is located.

Specifications – The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor – A person, firm or corporation having a contract with the Independent Contractor to furnish services required as its independent professional associate or contractor with respect to the Project, or any individual or firm having a direct contract with the Independent Contractor or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the Independent Contractor is responsible. Construction Subcontractors will be selected through the Subcontractor bid process described in Appendix B, paragraph 2.2.

## **APPENDIX A**

### **TERMS AND DEFINITIONS**

Substantial Completion – When the Work, or an agreed upon portion of the Work, is sufficiently complete so that County can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) all systems in place, functional, and displayed to the County or its representative; (ii) all materials and equipment installed; (iii) all systems reviewed and accepted by the County; (iv) landscaping and site work; and (v) final cleaning. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed Letter pursuant to the Construction Phase Agreement.

Supplier – A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by the Independent Contractor or any Subcontractor.

Work – The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

This Appendix provides a list of pre-construction services anticipated for this project. CMAR Pre-Construction Services include, but are not limited to, the following:

## **APPENDIX B**

### **PHASE I – PRE-CONSTRUCTION SERVICES**

#### **1 GENERAL**

- 1.1 The Independent Contractor, to further the interests of the County, will perform the services required by, and in accordance with this Agreement, to the satisfaction of the County, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Coconino County, Arizona would exercise at such time, under similar conditions. The Independent Contractor will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice.
- 1.2 Project Evaluation: As a participating member of the Project Team, the Independent Contractor will provide to the County a written evaluation of the Project Plans, Specifications, and Engineer's Estimate (PS&E) and Project Budget, with recommendations as to the appropriateness of each.
- 1.3 Project Meetings: The Independent Contractor will attend Project Team meetings which may include, but are not limited to, regular Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.
- 1.4 The Independent Contractor will provide design phase services, described herein, in a collaborative, proactive manner and consistent with the intent of the most current Drawings, Specifications, and Bid Tabulation. The Independent Contractor will promptly notify the County in writing whenever the Independent Contractor determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.
- 1.5 The Independent Contractor, when requested by the County, will attend, make presentations and participate as may be appropriate in public agency and or community meetings related to the Project. The Independent Contractor will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.

#### **2 CONSTRUCTION MANAGEMENT PLAN**

- 2.1 As agreed to in the resultant contract, The Independent Contractor will prepare a Construction Management Plan (CMP), which will include, but not be limited to, the Independent Contractor's opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate sub-agreements to be awarded to Subcontractors and Suppliers for

## **APPENDIX B**

### **PHASE I – PRE-CONSTRUCTION SERVICES**

- the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) the cost estimate and basis of the model, and, working with the Designer, create (i) a matrix summarizing each Project Team member's responsibilities and roles.
- 2.2 The Independent Contractor will add detail to previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions shall take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the County, or the Independent Contractor, (c) unresolved permitting issues, (d) the fast-tracking of any of the construction, or other chosen construction delivery methods, (e) the status of the procurement of long-lead time equipment (if any) and/or materials, and (f) funding issues (i.e. delays) identified by the County.

### **3 PROJECT SCHEDULE**

- 3.1 The fundamental purpose of the Project Schedule is to identify, coordinate, and record the tasks and activities to be performed by all of the Project Team members. The Project Team will utilize the schedule as a basis for managing and monitoring all members' compliance with the requirements of the Project. Each Project Team member is responsible for their compliance with the Project Schedule requirements. The Project Schedule will be consistent with the most recent revised/updated CMP. The Independent Contractor will use scheduling software, acceptable to the County, to develop the Project Schedule. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing, as described below, is required, the Project Schedule will indicate milestone dates for the phases, once determined.
- 3.2 The Project Schedule shall include a diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the critical path.
- 3.3 The diagram schedule shall be in Calendar or Work Days, as may be agreed, and shall indicate task duration (earliest start/latest completion) for all activities. The float times for all activities shall be shown. The diagram shall be presented in a time scaled graphical format for the Project as a whole.
- 3.4 The schedule shall indicate all relationships between activities.
- 3.5 The activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work, and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

## **APPENDIX B**

### **PHASE I – PRE-CONSTRUCTION SERVICES**

- 3.6 The diagram schedule shall be based upon activities which coincide with the schedule of values.
- 3.7 The diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.
- 3.8 The schedule will show milestones, including milestones for all Team members.
- 3.9 The schedule shall include anticipated rain delay during the performance of the construction contract as provided by the County.
- 3.10 The Project Schedule shall consider the Substantial Completion date requirements showing portions of the Project having priority, with Construction Contract Time.
- 3.11 The Project Schedule will be updated and maintained by the Independent Contractor throughout the design phase such that it will not require major changes at the start of the construction phase. The Independent Contractor will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required.
- 3.12 Project Phasing and/or Fast-Tracking: If phased or fast-tracked construction is deemed appropriate or necessary and the County approves, the Independent Contractor will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased or fast-tracked construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work.

#### **4 DESIGN DOCUMENT REVIEWS**

- 4.1 The Independent Contractor will periodically evaluate the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Project Schedule.
- 4.2 The Independent Contractor will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its opinion, are required to provide the necessary information for the Independent Contractor to construct the Project. Before initiating construction operations, the Independent Contractor shall perform additional investigations necessary for an accurate cost model and subsequent GMP, included in their GMP Proposal, to improve the adequacy and completeness of the site condition information.
- 4.3 The Independent Contractor will advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, quality of selected materials, quality of construction, equipment and building systems, and, labor and material availability. The Independent Contractor will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as concerns that exist

## **APPENDIX B**

### **PHASE I – PRE-CONSTRUCTION SERVICES**

with respect to coordination of the Drawings and Specifications. The Independent Contractor will recommend cost effective alternatives.

- 4.4 The Independent Contractor will routinely conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will identify all discrepancies and inconsistencies in the Construction Documents, especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

4.4.1 Constructability Reviews: Independent Contractor will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.

4.4.2 Bidability Reviews: The Independent Contractor will check cross-references, complementary Drawings, and sections within the Specifications to evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in the opinion of the Independent Contractor, the Project is likely to be subject to differing site conditions.

4.4.3 At the time shown on the Project Schedule, the results of the reviews will be provided to the County in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications, and other documents. If requested by the County, the Independent Contractor will meet with the County to discuss any findings, and review the reports.

4.4.4 The Independent Contractor's reviews will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase. The Project Team shall address all the Independent Contractor's comments in the Bidability review.

## **APPENDIX B**

### **PHASE I – PRE-CONSTRUCTION SERVICES**

- 4.4.5 Notification of Variance or Deficiency: It is the Independent Contractor's responsibility to insure that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the Independent Contractor recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, then the Independent Contractor will promptly notify the Project Team in writing, describing the apparent variance or deficiency.

#### **5 CONSTRUCTION COST ESTIMATES**

- 5.1 Upon review of 60% and 90% and 100% plan sets and specifications, the Independent Contractor shall provide a detailed cost estimate and a written review of the documents within 14 days of receipt of the documents.

Upon review and cost estimate of the 90% design phase, the Independent Contractor will present the Final Draft Guaranteed Maximum Price (GMP) for the Project based on documentation available at each phase of the design project. The GMP shall include any assumptions, exclusions or concerns as an attachment to the GMP. WE NEED TO PUT IN A TIMEFRAME

- 5.2 If any estimate submitted exceeds the County's Project budget, then the Independent Contractor shall make appropriate recommendations on methods and materials that will bring the project back into budget.
- 5.3 The Independent Contractor shall keep the Project Team informed as to the major trend changes in costs relative to the County's budget.

#### **6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS**

- 6.1 The County may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by the Independent Contractor will be based on and consistent with the current PS&E and any updated/revised cost estimate at the time of the request.
- 6.2 Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below:
- 6.2.1 The Cost of the Work is actual cost and is a not-to-exceed, reimbursable amount.
- 6.2.2 The General Conditions Costs are a firm fixed lump sum amount, which will include bonds and insurance premiums and all applicable taxes based on the full contract price for construction.



## **APPENDIX B**

### **PHASE I – PRE-CONSTRUCTION SERVICES**

- 6.2.3 The Construction Fee is a firm fixed lump sum.
- 6.2.4 Owner's Contingency are funds to be used at the discretion of the County to cover any increases in Project costs that result from County directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the Independent Contractor, the sum of which will be the full contract price for construction. Though included in the contract amount, the Owner's Contingency belongs to Coconino County. The Independent Contractor has no claims to this money except as directed by the County.
- 6.2.5 Markups for Construction Fee and taxes may be applied by the Independent Contractor at the time that Owner's Contingency is used. These prescribed markups only apply to approved changes in the course of the Work and do not apply to the Independent Contractor's preparation of the GMP.
  - 6.2.5.1 The Independent Contractor shall be allowed to markup the cost for change order work for insurance, payment and performance bonds utilizing the same percentage used on the initial GMP.
- 6.2.6 The Independent Contractor will prepare its GMP in accordance with the County's request for GMP Proposal requirements based on the most current completed plans, specifications, and bid tab at that time.
- 6.2.7 The Independent Contractor guarantees to deliver the completed project within the GMP. GMP savings resulting from a lower actual project cost than anticipated by the Independent Contractor remaining at the end of the project will revert to the County. Any costs above the GMP will be the responsibility of the Independent Contractor.
- 6.2.8 The Independent Contractor shall prepare initial contract GMP using the preliminary construction documents prepared by the County, which will be presented to the owner. The Independent Contractor may begin the preparation of the initial contract GMP on, or before, submission of the Final construction documents to the County.

## **7 SUB-CONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

- 7.1 Per A.R.S. 34-603, each person or firm shall submit a proposed subcontractor selection plan addressing the requirement that the proposed subcontractor selection plan must select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.
- 7.2 If the County objects to any nominated Subcontractor or Supplier or to any self-performed Work for good reason, then the Independent Contractor will nominate a substitute Subcontractor or Supplier that is acceptable to the County.

## **APPENDIX B**

### **PHASE I – PRE-CONSTRUCTION SERVICES**

- 7.3 The Independent Contractor will be required to prepare two different reports on the subcontracting process.
  - 7.3.1 Upon completion of the Subcontractor or Supplier bidding process, the Independent Contractor shall submit a summary report to the County of the entire Subcontractor or Supplier selection process. The report will indicate, by selection process, all Subcontractors or Suppliers contacted to determine interest, the Subcontractors or Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors or Suppliers for each category of Work.
  - 7.3.2 Within fifteen days after each major Subcontractor or Supplier bid opening process, the Independent Contractor will prepare a report for the County's review and approval identifying the recommended Subcontractors or Supplier for each category of Work. The report will detail (a) the name of the recommended Subcontractor or Supplier and the amount of the Subcontractor or Supplier bid for each sub-agreement, (b) the sum of all recommended Subcontractor/Supplier bids received, (c) and trade work and its cost that the Independent Contractor intends to self-perform, if any.
- 7.4 The approved Subcontractors or Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Project Schedule of Values.

## **8 PROJECT DURATION**

The objective for this project is to reach substantial completion by no later than June 30, 2018.

## **9 COUNTY'S RESPONSIBILITIES**

- 9.1 The County, at no cost to the Independent Contractor, will furnish the following information:
- 9.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
- 9.3 The County Project Manager will administer this Agreement and monitor the Independent Contractor's compliance with all terms and conditions stated herein. All questions or requests for information from the County on any aspect of the work or Deliverables will be directed to the Project Manager.
- 9.4 Provide architectural and/or engineering design services for the Project.

## **APPENDIX B**

### **PHASE I – PRE-CONSTRUCTION SERVICES**

- 9.5 Give prompt written notice to the Independent Contractor when the County becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the County may provide written notice to Independent Contractor that it intends to terminate the Agreement unless the problem cited is cured, per the Termination provisions outlined in the Agreement.
- 9.5.1 Notify the Independent Contractor of changes affecting the budget allocations or schedule.

# APPENDIX C

## SUBMITTAL REQUIREMENTS FOR THE GMP

### DO NOT SUBMIT WITH SOQ

GMP proposal(s) submittals; one copy for review, eight copies will be requested by the County prior to contract execution.

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values – summary spreadsheet and backup documents
4. List of Plans and Specifications used for GMP Proposal
5. List of clarification and assumptions
6. Project Schedule

1. Scope of Work will consist of a brief description of the work to be performed by the Independent Contractor and major points that the Independent Contractor and the County must be aware of pertaining to the scope.
2. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:

The general condition fee includes bond and insurance cost. All costs should be listed individually for future use.

Formulas:

Total GMP:  $A+B+C+D+E = F$

Rates (Percentages) are calculated by dividing each amount by F, such as B/F, D/F, and D1/F

3. Schedule of Values - spread sheet with the estimated cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the Independent Contractor's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable.

## **APPENDIX C**

4. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. (Date stamped and signed by Independent Contractor).
5. A list of the clarifications and assumptions made by the Independent Contractor in the preparation of the GMP proposal, to supplement the information contained in the documents.
6. A Critical Path Method (CPM) diagram construction schedule.

NOTE: The submittal package must be kept as simple as possible all on 8 ½" x 11" sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

## APPENDIX C

**PROJECT: RFQ 2018-101**

**DATE:**

GMP Summary				AMOUNT
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)			\$
INDIRECT COSTS			RATE	
B.	Pre-Construction Services			% \$
C.	Construction Fee			% \$
D.	General Conditions			% \$
	D1	Payment and Performance Bond	\$	%
	D2	Insurance	\$	%
E.	Sales Taxes			% \$
F.	TOTAL GMP			\$
G.				\$

**EXHIBIT A**  
**PROPOSED COMPENSATION SCHEDULE**

**(DO NOT COMPLETE OR SUBMIT ANY FEES WITH YOUR SOQs)**

**Phase I – Pre-Construction/Design Services**

**RFQ 2018-101**

**LIST OF CLASSIFICATIONS:**

**Classification**

**Direct Labor Rate**

**Total Labor Rate**

**TOTAL Not to Exceed Amount for Phase I: \_\_\_\_\_**

# RFQ 2018-101 CMAR Burris Lane Drainage Improvements and Pavement Reconstruction

## Exhibit "B"

### Past Performance Evaluation

#### Contractor Section

(Contractor to fill out this section for Reference)

**Past Performance Survey of:** \_\_\_\_\_  
(Name of individuals being evaluated, i.e. Project Manager) (Name of Company being evaluated)

**To:** \_\_\_\_\_ **Reference Phone:** \_\_\_\_\_  
(Name of Reference) **Reference Fax:** \_\_\_\_\_

#### Reference Section

(Reference to fill out this section for the Contractor being Evaluated)

Coconino County collects past performance information (on firms and key personnel) to assist in procuring/awarding projects based on value. The firm/individual listed above has listed you as a reference for a past project completed. We would greatly appreciate it if you would take a few moments to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please leave it blank.

**Project Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_

NO	CRITERIA	UNIT	RATING
1	Ability to meet customer expectations	(1-10)	
2	Ability to manage costs (design & construction change orders)	(1-10)	
3	Ability to maintain project schedule	(1-10)	
4	Comfort level in hiring the firm/individual again	(1-10)	
5	Ability to increase value (quality of design)	(1-10)	
6	Ability to identify and minimize the users risk	(1-10)	
7	Ability to close out	(1-10)	
8	Leadership ability (minimize the need of owner direction)	(1-10)	
9	Has the project been constructed	Circle	Y / N

\_\_\_\_\_  
Evaluator Printed Name

\_\_\_\_\_  
Evaluator Signature

Thank you for your time and effort in assisting Coconino County in this important endeavor.

**Please fax the completed survey to: 928-679-7195**

**OR Scan and Email to: [srichardson@coconino.az.gov](mailto:srichardson@coconino.az.gov)**